ambard, \$100,000; H. S. McComb, \$100,000; H. W. ray, \$200,000, each subscriber stating with his gasture the amount of funds he would turnish. Deponent further says that said subscriptions awing amounted to \$1,000,000, the sum required its terms, and the same having been sufficiently implied with, the accounts were adjusted in pursance of said agreement; and from December 1, 45, the construction contract was carried on for

sompled with, the accounts were adjusted in pursuance of said agreement; and from December 1, 1854, the construction contract was carried on for the benefit of said subscribers.

That subsequently the said subscribers constituted themselves stockholders of the Crédit Mobilier in the same several amounts as their subscriptions, and became thereby holders of searly the whole capital stock of the Crédit Mobilier; that thereupon an arrangement was made between the Crédit Mobilier and said Hoxie, by which the Crédit Mobilier assumed the agency of fulfilling said contract on the part of said Hoxie; undertook to advance all necessary subscriptions to stock and bonds, and guarantee to the company the performance of the contract and indemnify said Hoxie from all loss thereon; and, in consideration thereof maid Hoxie agreed that the payments of the price secured by said contract for all construction after December 1, 1864, should be received by the Crédit Mobilier for its own use.

That in pursuance of said last mentioned agreement the Crédit Mobilier executed to the Union Pacific Railroad Company a guarantee of the performance of the contract.

That for the further security of the Crédit Mobilier, said Hoxie assigned his contract with the said Crédit Mobilier.

That after the making of said agreement between Said Hoxie assigned in 1865, by said Duff, trustee, to the Crédit Mobilier had taken the agency of said contract, and the company recognized said agency April 5, 1865.

Deponent further says that the Union Pacific Railroad Company was nothed that the Crédit Mobilier had taken the agency of said contract, and the company recognized said agency April 5, 1865.

Deponent further says that the Union Pacific Railroad Company never made any contract with the Crédit Mobilier had no interest in said Hoxie contract at the time of the said extension thereof, nor at any time afterwards, until the execution of said agreement between said Hoxie and the said contract, or at the time of the said extension thereof, nor at any time a

agreement between said Hoxie and the said Credit Mobilier.

Deponent further says that while the work was in progress under the said Hoxie contract, this deponent being at that time Vice President of said company and President of the Credit Mobilier, the business of constructing and providing the subcontracts for the construction was carried on under the supervision of deponent; that portion of the work appertaining to the road east of the one hundreth meridian being for account of the Credit Mobilier, under the assignment of the Hoxie contract, and that portion of the Work west of the one hundredth meridian being for the account of the railway company, the officers and managers of both said institutions entrusting the chief care thereof to him.

That some time before the road was constructed to the one hundredth meridian it was ascertained and well known by the President and Directors of said company that the Credit Mobilier had made and would make out of said Hoxie contract an extremely large and very unusual profit. And the President of said company and several of the government directors and other directors objected that any contract for any part of the road west of the one hundredth meridian should be given to the Credit Mobilier at such rates.

That the government directors had made it a sub-

ment directors and other directors objected that any contract for any part of the road west of the one hundredth meridian should be given to the Crédit Mobilier at such rates.

That the government directors had made it a subject of complaint in their report to the Secretary of the Interior, as appears from pages 78 to 82, marked extracts, in the printed official report of Lieutenant Colonel J. H. Simpson to the Secretary of the Interior, published November, 1865, of which extracts are herewith submitted, viz:—

In October, 1864, when we assumed the duties of our appointment, we found that in the months of August and september previous a contract had been arranged and consummated by the executive commutee. It is ession, for the order, west of the Museuri River, at the rate of \$50,000 per mile, payable \$5,000 per mile in the stock of the company and the balance in the currency bonds of the government and securities of the company. From the first the contract price appeared to us to be very high. At present, with the probable decline in the cost of labor and materials and advance in the value of the government bonds, it seems extravagant. When made, however, there were many considerations justifying a liberal price, and among them was the pressing necessity for the immediate progress of the work, in order to incet the terms of the law and save the charter. Again, to construct and equip 100 miles of the road by the time named in the law would require \$2,00,000 or more, in cash, to be advanced before either the sovernment bonds or the securities of the company could be made available. Capitalists could not be expected to make such advances of the company could be made available. Capitalists could not be expected to make such advances and router undertaking like this, so distant from commercial centre, and the entire completion of which to the progress of the work, in order to incet the arrange of the company could be made available. Capitalists could not be expected to make such advances herefore, so expense the cou

vantages.

That Mr. Springer I (trbaugh, one of the government directors, in his report to the Secretary of the Interior, refers to the subject as follows:—

My colleagues, in their report, have fully explained as to the contract for construction and equipping the first 100 miles. After a personal examination and a full knowledge of what has been accomplished up to the present time, I reel satisfied that the contractors have pressed forward this work with commentable zeal. With no railroad connections short of 150 miles from the nearest terminus, with an unreliable, rairoad connections short of 150 m 1804, and at this tim 150 miles from the nearest terminus, with an unreliable changable, expensive river navigation, scarcity of laborers, high price of materials and the innumerable difficulties that all conversant with railroad management having the contend with during 1853 and 1864, has necessarily given them a difficult contract to ruid. The next two of three handred miles of road can be built at a small cost compared with the rate at which the first 100 miles was contracted.

given them a difficult contract to ruidl. The next two or three handred miles of road can be built at a small cost, compared with the rate at which the first 100 miles was contracted.

That the work of construction of the company's road from the 100th meridian westward was commenced and carried on under the supervision of deponent on behalf of said company, and that the operations so carried on were well known to the president and the then directors of the company; and that in the manner last aforesaid a very large extent of the railroad was constructed for the company, paid for by the company, accepted by the government of the United States, and made the basis of United States bonds given to the company and mortgage bonds issued by the company.

That while the construction was proceeding as above described, in part under verbal contracts with N. A. Gesner and under verbal instructions to sub-contractors and laborers, no contract having been made or price agreed upon between the railroad company and the assignees of the Hoxle contract, and to save delay and preserve the organization of the lorce of men employed, this deponent, on behalf of the company, entered into a contract with one L. M. Boomer for the construction of the said railroad from the one hundredth meridian, at \$25,000 per mile, without equipment, providing in said last-mentioned contract that Boomer should assume all contracts then outstanding with subcontractors for any part of the work; said contract being taken in the name of the deponent, as agent, with the design that it should be assumed by any more general contractor in case one should be found by the company.

That from the time of the making of the contract with Boomer the said Gesner was made the agent of the contractor, and the work proceeded with great rapidity and was carried on under the supervision of deponent until the commencement of this action, and from thence has been carried on by employing and using sub-contract, the service and assistance of the Crédit Mobilier kave not been

the company.

That the company now is in good credit, and abundantly able to carry on the work of construction with economy and despatch, and has no occasion for any aid or assistance whatsoever from the

Credit Mobilier.

Deponent jurther says, that 150 miles of said railroad and telegraph next west of the Deponent surther says, that 150 miles of said railroad and telegraph next west of the hundredth
meridian has actually been completed and mostly
paid for by the company, and the cost thereof to
the company has not exceeded \$25,000 per
mile, being the price mentioned in the Boomer
contract, and the equipment thereof has been furnished, which equipment upon the road at the
time of its acceptance by the government did not
exceed over four thousand dollars per mile; and that
said entire 150 miles, being a part of that portion of
the road which, by the resolution mentioned in the
complaint, it is proposed to contract for at
\$42,000 and \$45,000 per mile, has been actually completed for the company at a cost not exceeding \$25,000 per mile; and the directors had
been informed and well knew the same, and that
the constructing proposed by said resolution
would make a loss to the company of \$2,750,000.

Deponent further says that he has an Intimate knowledge of the cost of construction of all
parts of the railroad hitherto, and of the necessary
cost of the construction of the residue thereof to
Crow Creek Crossing, at the base of the Rocky
Mountains; and that the same can be constructed
and completed at an expense not exceeding
\$25,000 per mile, necessary equipment included;
and that deponent is ready and willing to become
personally responsible for its completion at that
price by responsible parties.

Deponent further says that there are certain
stockholders of the said, Union Pacific Railroad

Company who own no shares in the Credit Mo-biller; but they hold at least one thousand three hundred and flity shares of \$100 each, on which the full amount has been paid, vis., \$185,000. That of the early subscriptions they hold 670 shares of \$1,000 each, equal so 6,700 shares of \$100. on which partial payments have have

shares of \$1,000 each, equal \$0 6,700 share on which partial payments have been reliewing is a list of said stockholders:HOLDERS OF CAPITAL STOCK OF TITE UNI
RAILEGAD FEBRUARY 28, 1867, WHO
OWNERS OF STOCK IN THE CREDIT MO
OWNERS A. Campbell
J. F. Chamberlin
D. N. Carrington
S. B. Chittenden
W. E. Dodge
G. W. Hodges
O. P. Hersford
R. S. Jordan
Morris Ketchum orris Ketchun Augustus Koontz.
J. G. D. Lanier.
A. G. Jerome.
L. W. Jerome.
Corns. Meade.
W. M. McPherson. S. C. Pomeroy. John Rickley. W. J. Sweesey. C. R. Shelden. Francis Smith. W. R. Travers.. William Tilden. Tiffany & Co. George A. Thompson... John Ulrich..... Robert Watkinson... G. S. Winston 5
Brigham Young 5
Silas Seymour 30
Alex, Hay 90
Jantas C. Kennedy 10
\$100 Each.

John F. Tracy 200 Full paid.
John J. Cisco. 200 Full paid.
Charles Tuttle 220 Full paid.
W. F. Durant 500 Full paid.
E. Cook 1,100 Full paid.
Pickering Clark 200 Full paid.
John A. Dix. 50 Full paid.
And deponent further says that the Board of Directors of said company, January 5, 1867, passed a resolution, of which the following is a copy:—
That at a meeting of the Board of Directors of the said.

That at a meeting of the Board of Directors of the said company, held January 5, 1867, while the deponent was absent from said meeting, upon necessary business of the company, and while Oliver Ames, one of the directors of said company, was in the chair and presiding at the meeting, a resolution was offered in the following words:—

company, held Jannary 5, 1867, while the deponent was absent from said meeting, upon necessary business of the company, and while Oliver Ames, one of the directors of said company, was in the chair and presiding at the meeting, a resolution was offered in the following words:—

Resolved, That the Union Pacific Railway Company will and do hereby consider the Hoxie contract extended to the point aiready completed, viz. 305 miles west from Omaha, and that the officers of this company are hereby authorized to settle with the Credit Mobiner at \$50,000 per mile for the additional fitty eight miles.

That as the plaintiff finds upon the record of said meeting, the ayes and noes were called on said resolution, and it was adopted by the votes of a majority, including Messrs. Businnell, Ames and Dillon, and was opposed by the votes of all the directors appointed by the government except Mr. Carter, who voted for it. That deponent, upon learning the fact of the passage of said resolution, commenced an action against the said company by summons and complaint, and obtained an injunction restraining the company and its officers and directors from acting upon said resolution, of which complaint a copy is hereto annexed, marked schedule "1," and of which injunction a copy is also hereto annexed, marked schedule "1," and of which injunction a copy is also hereto annexed, marked schedule "1," and of which injunction a copy is acreased the property of the day of such serve a copy of your answer to the said complaint on the subscribers, at our office, No. 50 Wall street, in the city of New York, within twenty days after the service hereof, exclusive of the day of such service; and if you fail to answer the said complaint, within the time aforesaid the plaintiff in this action within the time aforesaid the plaintiff in this action will apply to the Court for the relief demanded in the complaint.

The plaintiff states that the defendant heretofore made a contract with oue Herbert M. Hoxie for the construction and equipment of its ra

reated by the act of Congress passed July 1, 1882, chapter 120, and the subse-quent acts of Congress amendatory thereof; and that its Board of Directors consist of twenty di-rectors, five of whom are appointed by the Presi-dent of the United States and the other fitteen are

that its Board of Directors consist of twenty directors, five of whom are appointed by the President of the United States and the other fitteen are elected by the stockholders.

That the plaintiff is a stockholder in said Union Pacific Raliroad Company to a very large amount, and is also vice President thereof; that at a meeting of the Board of Directors of the said company, held January 5, 1867, while the plaintiff was absent from said meeting upon necessary business of the company, and while Oliver Ames, one of the directors of said company, was in the chair and presiding at the meeting, a resolution was offered in the following words:

Resolved. That the Union Pacific Railroad Company will and do hereby consider the Hoxle contract extended to the point already completed, viz., 385 miles west from Omaha, and that the officers of this company are hereby per mile for the additional fity-eight miles.

That, as the plaintiff finds upon the record of resolution and it was adopted by the following vote:—Yeas—Messrs. Bushnell, Tuttle, McComb, Lambard, Ames, Duff, Dillon and Carter; nays—Messrs, Harbaugh, Ashman, Sherman and Williams.

That the said Crédit Mobilier is a corporation by

liams.

That the said Crédit Mobilier is a corporation by

liams.

That the said Crédit Mobilier is a corporation by the corporate name of the Crédit Mobilier of America, holding and exercising the agency of said Hoxie contract; that all of the said directors who so voted yea, except Mr. Carter, who is a director appointed by the President of the United States, and also except Mr. Tuttle, are stockholders of the said Crédit Mobilier; and that all said directors who voted nay were appointed by the President of the United States.

That before the passage of said resolution the said additional hity-eight miles of railroad had been accepted by the United States government as complete; that the effect of the said resolution, if carried out by settlement and payment, will be to subject the said company to the payment of more than five hundred thousand dolars for the said fifty-eight miles of railroad in excess of the actual cost thereof.

That said additional fifty-eight miles of railroad was not constructed under said loxie contract, in whole or in part, and that said Crédit Mobilier has no agency or authority from the plaintiff or the contractors and laborers who constructed the same to settle therefor; and if said resolution was carried into effect said Crédit Mobilier has no agency or authority from the plaintiff or the same to settle therefor; and if said resolution was carried into effect said Crédit Mobilier of the company's money, without any actual consideration whatever, and to divide the same among the stockholders of said Crédit Mobilier of America; and that several of said directors who voted for said resolution then well knew that the said fifty-eight miles of railroad had been consame among the stockholders of said Credit Mobiller of America; and that several of said directors
who voted for said resolution then well knew that
the said fifty-eight miles of railroad had been constructed for much less than flity thousand dollars
per mile; and that all of those who voted for
said resolution then well knew that the same
had not been constructed by said Hoxre, nor
under said Hoxie contract; and that the said
company, before the passage of said resolution,
had actually paid a very large amount of the cost
of construction of said fifty-eight miles; and the
plaintiff believes that unless the said company or
its officers, directors and agents shail be restrained
by injunction the said resolution will be carried
into effect and the said company os subject to
great loss, and its means will be thereby wrongfully wasted.

That the stockholders of said Union Pacific Railroad Company are numerous, and this plaintif
brings this action for the benefit of all said stockholders.

The plaintiff thereupon demands indement

brings this action for the benefit of all said stockholders.

The plaintiff thereupon demands judgment against the defendant, and that the defendant and all the directors, officers and agents of the defendant's company may be enjoined and restrained pending this action and forever afterwards from settling with the Credit Mobiller of America at \$50,000 per mile or any other price for said fifty-eight miles of railroad, and from extending said Hoxie contract so as to cover the same in any part thereof, and from paying to said Hoxie or said Credit Mobilier of America, or any other party or person representing them or either of them, for the construction thereof, and from enforcing or carrying into effect said resolution; and that the said resolution may be adjudged and declared to be null and void, and that the plaintiff may have such other or lorther relief as to the Court may seem meet, with the costs of this action.

TRACEY & OLMSTEAD, Plaintiff's Attorney.

City and County of New York, se.—Thomas C.

Durant, being duly sworn, says that the foregoing complaint is true to his own knowledge, except as to the matters therein stated on information and belief, and as to these matters he believes it to be true.

THOMAS C. DURANT.

Sworm to before me this 22d day of January, 1867.—William Sutphin, Notary Public, New York.

Supreme Court, County of New York.—Thomas C. Durant, plaintinf, vs. The Union Pacific Railroad Company, defendant.

City and County of New York, ss.—Thomas C. Durant, being sworn, says that he is a director of the Union Pacific Railroad Company and Vice President thereof, and has been so from the organization thereof, and he is also largely interested in the Crédit Mobilier of America mentioned in the complaint; that deponent is well acquainted with all the matters stated in the complaint and knows the same to be true, and that unless an injunction be granted, as prayed for in the complaint, the said Union Pacific Railroad Company will be subjected to great loss and its means wrongiully wasted by the carrying into effect the said resolutions.

THOMAS C. DURANT.

SUPPREME COURT, COUNTY OF NEW YORK.—Thomas C. Durant, plaintiff, vs. The Union Pacific Railroad Company, defendant.—Injunction by order.

It appearing satisfactory to me by the amdavit of Thomas C. Durant, the plaintiff, that sufficient grounds for an order of injunction exist, I do hereby order that the defendant, the Union Pacific Railroad Company, and all and singular the directors, officers and agents of said company, dependent of Said company, and all and singular the directors, officers and agents of said company, of the construction of said fifty-eight miles of the railroad of said company, party or person infest feet of man, or any part thereof, at \$50,000 per mile, or any other price, and from paying for the construction of said fifty-eight miles, or any party or person under or by color of a contract with said Hoxie, and from extending the coftract with said Hoxie, and from extending the coftract with said Hoxie, and from extend

JANUARY 23, 1866.

the punishment therefor prescribed by law.

GEORGE G. BARNARD, Judge Supreme Court.

JANUARY 23, 1865.

That on the day of the next meeting of the directors of said company, deponent showed said injunction to C. S. Bushnell and two or three other directors of the company, and, by their request, refrained temporarily from serving it. That at said meeting deponent presented to the said Board a written protest, which was read to the Board and entered at large on its minutes, a copy of which protest is hereto annexed, marked schedule "K."

SCHRDULE K.

TO THE BOARD OF DIRECTORS OF THE UNION PACIFIC RAILROAD COMPANY:—

GENTLEMEN—I profest against the passage of the resolution appearing on your minutes as passed January 5, 1867, purporting to treat and consider the Hoxic contract as extended to the point already completed—namely, 305 miles west of Omaha—and authorizing the officers of the company to settle with the Credit Mobilier at \$50,000 per infle for the additional fifty-eight miles. Said resolution was moved and adopted while I was absent from the meeting of the loard on necessary business of the company. I make this protest on the ground that said fifty-eight miles have been constructed at much less cost than \$50,00 a mile, and have been accepted by the United States government as complete, and that it was not constructed under the Hoxic contract, and that a considerable portion of the cost thereof had been paid by the company before the adoption of said resolution, and that said resolution does not provide any compensation or advantage to the company by requiring stock subscriptions or stipulations for the company's railroad, or by any other means or stipulations whatsoever, but leaves the company to sustain a very great and unrequired loss. Respectuilly, yours.

That after the reading of said protest said Bushnel offered a resolution rescanding said resolution of January 5, and the same was adopted, and in consequence thereof said summons, complaint and injunction were never served.

That on the same day a p

SCHEDULE L.

NEW YORK, January 23, 1867.

Regular monthly meeting, Directors Union Pacific Railroad Company. Present—Durant, Tuttle, Cisco, McComb, Lambard, Ames, McCormick, Dur, Dillon, Cook, Harbaugh, Carter, Sherman and Williams.

Mr. Carter, Secretary of the committee appointed October 9, 1866, submitted a proposition in relation to construction of the road west of the 100th meridian, viz.:—

meridian, viz.:meridian, viz.:— New York, Jan. 24, 1807.

T. J. Carter, Esq.:— Dear Sire—I beg to offer the following proposition, viz., to build your road from the end of the 180th meridian of longitude tone of the longitude of the longitude longitude of the longitude of longitude of the longitude of lon

road completed and used by the company, at rates to be agreed upon. Yours, very truly.

P. S.—I agree to turnish suitable guaranties.

P. S.—I agree to turnish suitable guaranties.

BCHEDULE M.

Directors' Meeting, Union Pacific Railroad Company. Mr. Bushnell reported:—

To the Pressident and Directors of the Union Pacific Railroad Company:—

Gratleman—Your committee appointed to receive proposals for the construction of 200 miles of road submit the accompanying proposal from Mr. J. M. S. Williams, and recommend its acceptance.

New York, Jan. 25, 1867.

Mr. McComb moved the acceptance of Mr. Williams' proposal, and that the contractors to be paid in cash or cash assets \$28,000 per mile, \$5,000 per miles in land grant bonds, at such price as may be agreed upon between the contractors and the company—the balance of \$50,000 per mile in full paid stock of the railroad company at par, reserving out of this sum as security \$7,500 per mile to provide ample equipments satisfactory to the government Commissioners, on which the ayes and noes being called, was adopted.

A motion was thereupon made and adopted accepting said proposition, with certain modifications, including the reservation of \$7,500 per mile from the payment of the price to provide ample equipment, of which resolution a copy is hereto annexed, marked schedule "M." That said resolution, containing both an acceptance of the proposition and the proposition acceptance of williams' proposition, and was well known so to be by the directors. That afterwards the Board affourned to the following day, and on its reassembling on January 26, and after the minutes of January 25 were read, deponent having discovered that he was recorded as having yout for the proposition of Williams' proposition, and was well known so to be by the directors. That afterwards the Board affourned to the following day, and on its reassembling on January 26, and after the minutes; but at the time said protest ion is a proposition of which was entered on the margin of the Board, the Board,

proposition was presented by him, a copy of which is contained in the complaint in this action, printed elsewhere.

Deponent further says, as to the statements in said affidavits contained of an attempt by this deponent to procure a contract between the company and the Credit Mobilier, that the same are untrue as therein stated; that in fact the company never resolved it would not make a contract with the said Hoxie.

And deponent further says that the only contract proposed to the company on the part of Hoxie or the Credit Mobilier which had the sanction and approval of deponent, was so proposed February 23, 1807, and was in substance a contract for the purchase of the securities of the company to a large amount, as well as the construction of a portion of the road, of which contract a copy is hereto annexed, marked schedule "0."

SCHEDULE 0.

TO THE EXECUTIVE COMMITTEE OF THE UNION PACIFIC RAILEAD COMPANY:—

GENTLEMEN—The Credit Mobilier of America propose to purchase of your company \$5,000,000 of land grant bonds at eighty per cent of their par value; \$2,000,000 of first mortgage bonds, at eighty per cent of their face, the said certificates to bear six per cent interest until the said first mortgage bonds are issued and exchanged.

They will ioan, or procure to be loaned, to the company \$1,200,000 on four months' time, at the rate of seven per cent interest per annum, and two and a hair per cent commission, with first mortgage bonds as contacted and texchanged.

Payments on purchase and loans to be made as follows, viz:—Twenty-five per cent of their par value.

Payments on purchase and loans to be made as follows, viz:—Twenty-five per cent on to before

February 22, 1867; twenty-five per cent on or before March 15, 1867; twenty-five per cent on or before April 5, 1867; twenty-five per cent on or before

February 22, 1867; twenty-five per cent on or before March 16, 1867; twenty-five per cent on or before April 3, 1867; twenty-five per cent on or before April 3, 1867; twenty-five per cent on or before April 23, 1867.

The company to proceed at once to issue the said land grant bonds, and if requested so to do by the Credit Mobilier shall issue certificates convertible into the said bonds prior to their beling issued.

This proposition is made on the express condition that your company pay, as soon as practicable, the balance due on account of contract east of the one hundredth meridian, but which time shall not extend beyond the time of the several payments herein specified in the purchase of bonds, and the further condition that the present contract for which this company is the agent shall be extended so as to include 100 miles westward from the one hundredth meridian, as follows:—

The said 100 miles to be completed to the acceptance of the government Commissioners for the sum of \$42,000 per mile.

The same quantity and kind of material to be used and the work to be of the same general character as the work on the last 100 miles cast of the one hundredth meridian with the same guaranty as to cost of Iron and price for burnettizing timber or ties.

Turnouts, side tracks and station buildings to be

nacet as the work to be of the same general character as the work on the last 100 miles cast of the one hundredth meridian with the same guaranty as to cost of Iron and price for burnettizing timber or ties.

Turnouts, side tracks and station buildings to be made adequate for the present business of the company as now proposed by the engineer in charge; should more be required, the company to pay for iron and superstructure.

The hotel at North Platte station to be completed according to the plans and specifications adopted.

Turn-tab'e, engine house with ten stalls, blacksmith and repair shop, with a stationary engine suitable for the purpose, two lathes and other tools in proportion, which have been decided as necessary for the immediate requirements of the company; water tanks at points heretofore designated by the engineer in charge; also two locomotives and fifty flat cars.

The running of trains on the road to be under the control of the contractors' superintendent. The contractors to pay the cost of transporting material used in construction.

Payments to be made on the monthly estimate of the chief engineer, which estimates are to be made as in the 12 ment of the company on account of the construction of s. 4. 100 miles.

BENJAMIN F. BUNKER,

Assistant Secretary of the Credit Mobilier of America.

NEW YORK, Feb. 13, 1867.

That the facts in relation to the proposed contract were as follows:—A meeting of the parties interested in the company was held at the Fifth Avenue Hotel, at which a majority of the stock of the Credit Mobilier were represented, and at which were present of the directors of the company and a majority of the stock of the Credit Mobilier were represented, and at which were present of the directors of the company of the stock of the company and a plan was concluded upon and received the assent of the holders of more than three-fourths of the stock of the company; which plan included the giving of a contract to cover the 100 miles of road, fifty-eight miles of which was then completed, a against the interests of the company to offer them on the market. That at the next meeting of the Board thereafter the Executive Committee reported their proceedings thereon, and the same were considered by the Board, but in the discussion thereof this deponent took no part. On motion of Mr. McComb a portion of the proceedings of the committee was approved and another portion was disapproved. Mr. McComb stated in the discussion that his reasons were not that he disapproved of the provisions of the contract, but was unwilling to have it go upon the records that the Board allowed a contract made by the Executive Committee without authority delegated for the purpose. That afterwards, at the same meeting, he resolution was passed which is contained in the complaint in this action, authorizing a contract with J. M. S. Williams for 267 miles of the road, including one hundred miles covered by the plan reported by the committee.

Deponent further says that the large price per mile of 100 miles given by the contract reported by the committee, in connection with the other stipulations therein, was extended by said resolution over an additional 167 miles without any similar consideration; that the liabilities of the Union Pacific Kailroad Company at that time for money borrowed on its notes were about \$3,400,000, and also to contractors east of the one hundredth meridian, about \$1,843,000, making a total of \$2,243,000; that to mee, such debt the company held \$4,880,000 of land grant bonds, the former being for the most part piedged as collateral to said debt; that afterwards, when the securities of the company became marketable in large amounts, the same became easily available to provide for said debt.

Deponent further says that he never objected for insisted that the harden per mile for insisted that the harden per mile for consistent of the that the per miles for the one in the securities of the company became marketable in large amounts, the same became easily available to provide for said

pany became marketable in large amounts, the same became easily available to provide for said debt.

Deponent further says that he never objected to or insisted that the price per mile for construction mentioned in the contract with Winlams was too low, or should be larger. That as to the statement in said adidavit that the price for construction in said williams' contract was never alleged by deponent to be excessive, this deponent denies the same, and states that he has uniformly shown to the directors that the actual cost of construction was greatly less than said price, and had in one instance prevented a like wasteful operation by preventing the extension of the Hoxie contract.

Deponent further says that he is informed and believes that the reservation of \$7,500 per mile to provide for equipment in the resolution accepting Williams' last proposition is not and was not intended to be a positive deduction of that sum from the price, but a reservation thereof until the equipment should be accepted by the government on the acceptance of the road, and in case the equipment should cost less than \$7,500 per mile only the actual cost thereof should finally be deducted; that, in fact, the equipment on the portion of the road subsequently and hitherto occupied by the government has cost less than five thousand dollars per mile.

Deponent further says that immediately after the acceptance of said Williams' last proposition by the company, at a meeting regularly called of the stockholders of the Crédit Mobilier, it was resolved that the work of construction and equipment under the Williams contract might be let as a whole by the committee, at a price not exceeding \$25,000 per mile for the construction and completion of the road, and the equipment to \$2,000 per mile, the completion of the telegraph line to \$2,000 per mile, of which said resolution a copy is hereunto annexed, marked schedule of the construction and completion of the road, the furnishing of equipment to \$2,000 per mile, of which said resolution to accep

At a stockholders' meeting of the Crédit Mobilier held March 27, 1867, present—Dillon, Oliver Ames, Hazerd, Dun, Bushneil, McCormick, Lambard, Gray, Williams, McComb and Oakes Ames,

Resolved. That the contract proposed to be made by J. M. S. Williams with the Union Pacific Railroad Company for building 267 miles of road west of the One Hundredth meridian, and by said company agreed to, be guaranteed by the Credit Mobilier, and that this company accept an assignment of said written contract, as proposed by J. M. S. Williams as soon as the same can be prepared.

ior building 287 miles of road west of the One Hundredth meridian, and by said company agreed to, be guaranteed by the Credit Mobilier, and that this company accept an assignment of said written contract, as proposed by J. M. S. Williams as soon as the same can be prepared.

On motion of J. M. S. Williams, duly seconded, it was voted,

That the Executive Committee be authorized to sub-let the building recite Railroad Company and J. M. S. Williams, and by him to be assigned to the Credit Mobilier as a whole, at not exceeding \$45,000 per mile. The sub-contractors to furnish, under such price, equipment to the amount of \$4,000 per mile, and also with the understanding that they shall allow freight equal to \$1,500 per mile on the part now built beyond the one hundredeth meridian, and \$2,000 per mile beyond the 395 miles now completed. Said contract to embrace railroad and telegraph line to the satisfaction of government commissioners, with the further understanding that the sub-contractor shall assume all the contracts and materials engaged as provided and all payments on said accounts.

At said meeting Oliver Ames, C. S. Bushnell and S. Dillon, deponents in said adidavit, were present and joined in said resource.

Deponent further eavs that previous to the acceptance of said Williams' last proposition, and with a view thereto, it was proposed among the members of the Credit Mobilier, the same should be sub-let as a whole to the committee as sub-contractors at \$24,000 to \$25,000 per mile, and the profits which the committee should make out of such sum should be divided among them in lieu of saiary. That said Dillon, as a member of the committee, have a member of the committee, but as a member of the committee, and also a director of the Union Pacific Railroad Company, objected to the sarrangement, and that the same. That C. A. Lambard, of the Credit Mobilier, insisted upon participating in the profits of the same. That C. A. Lambard, of the Credit Mobilier, insisted upon participating in the profits of the same, an

and equipment was proceeding with great de-spatch, extending the road one and a haif mile or so per day. That the carrying into effect of the res-olution complained of in the complaint, by making the Williams contract or otherwise, would not have expedited the completion of the road in any degree; but would merely have added an enormous

ddition to the cost thereof, and wasted the property of the stockholders of the company to the same extent.

Deponent further says that he is willing to consent to such a contract as is proposed only upon the condition that the same is approved by all the stockholders of the Union Pacific Railroad Company.

THOMAS C. DURANT.
Subscribed and sworn to before me, this 20th day of September, 1867—WILLIAM SUTPHEN, Notary Public, New York city and county.

Complaint of Thomas C. Durant Against the Contract of J. M. S. Williams-In-junction Granted-A Victory for the Union Pacific Over Credit Mobilier.

Union Pacific Over Credit Mobilier.

SUPREME COURT, NEW YORK CITY AND COUNTY.—
Thomas C. Durant, Plaintiff, vs. The Union Pacific Railroad Cempany, Defendant. Summons for Relief. To the above named defendant:—
You are hereby summoned and required to answer the complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to the said complaint on the subscriber, at his office, No. 20 Nassau street, in the city of New York, within twenty days after the service hereof, exclusive of the day of such service; and if you fail to answer the said complaint within the time aforesaid the plaintiff in this action will apply to the Court for the relief demanded in the complaint.

will apply to the Court for the rener demanded in the complaint.

MAY, 21, 1867.

SUPREME COURT, CITY AND COUNTY OF NEW YORK.—Thomas C. Durant, plaintiff, vs. The Union Pacific Railroad Company, defendant.

The plaintiff complains of the defendant, and al-leges:—

The plaintiff complains of the defendant, and alleges:—
That the defendant is a body corporate, created by an act of Congress, passed July 1, 1862, chapter 120, and the subsequent acts amendatory and explanitory thereof, and that its Board of Directors consists of twenty members, fitteen of whom are annually elected by the stockholders of said company, and five of whom are appointed by the President of the United States.

That this plaintiff is a stockholder in said Union Pacillo Raliroad Company to a very large amount, and is a director thereof, and is also Vice President thereof.

That at a meeting of the directors of said com-

and is a director thereof, and is also vice President thereof.

That at a meeting of the directors of said company, held March 1, 1867, and while Oliver Ames, one of the directors of said company, was in the chair, presiding at said meeting, a resolution was offered and adopted, of which the following is a copy:

"On motion of H. S. McComb, the proposition of Mr. Williams was adopted, with the following provisions, to wit:—That \$7,500 per mile be reserved out of the payments to provide for equipments satisfactory to the government Commissioners."

That the proposition of Mr. Williams was as follows:—

New York, March 1, 1867.

New York, March 1, 1867.

To the Directors of the Union Pacific Railroad ConPany:—
Gents—I would submit the following proposition, to
wit:—
To build your road from the end of 100 degrees meridian
of longitude to the base of the Rocky Mountains, Crow
Creek Crossing, 267 67-100 miles.

For the first one hundred miles at the rate of \$42,000
per mile. per mile.
For the balance (167 57-100 miles) at the rate of \$45,000 per mile.

All to be built and equipped to the satisfaction of the government.Commissioners and your Board.

I agreeing to procure subscriptions for stock to the amount of \$1,50,000.

The Union Pacific Bailroad Company shall transport all material required for construction, on the road completed and used by the company, at rates to be agreed upon.

Payments to be made on monthly estimates as the work progresses. Yours, respectfully,

J. M. S. WILLIAMS.

That said "proviso" was accepted by Mr. Wil liams.
That at the same meeting the following resolu-tion was offered and adopted:—
On motion of Mr. McComb it was resolved—

On motion of Mr. McComb it was resolved—
That the President pro tem, be instructed to have a written contract made with J. M. S. Williams, in conformity with his written proposal, accepted by the Board this day, and that the same be recorded in full upon the minute books of this company.

That the following directors were present and constituted said meeting, viz.:—Oliver Ames, C. A. Lambard, John Duff, Sidney Dillon, H. S. McCome, J. J. Cisco, Charles Tuttle and T. C. Durant, being directors elected by the stockholders, and deorge Ashman, Springer Harbaugh and T. J. Carter, directors appointed by the President of the United States.

rectors appointed by the President of the United States.

That upon taking the votes upon the said resolutions the plaintiff and two more of the said directors voted against the said resolution.

That the said J. M. S. Williams, in making and submitting said proposition, was in fact, and acted as, the agent and representative of the Crédit Mobilier of America, and made said proposition on its account, and had previously agreed with the said "Crédit Mobilier of America" to assign the said construction contract to the said Crédit Mobilier of America when obtained.

That the said Crédit Mobilier of America is a body corporate, and that said Dillon, Duff, McComb, Lambard and Ames were then stockholders to large amounts of said "Crédit Mobilier of America" and thereby interested in the proposition and contract so made in the name of their votes, or a majority of them, the said proposition was carried.

That prior to the making of the said proposition,

or a majority of them, the said proposition was carried.

That prior to the making of the said proposition, so submitted by the said J. M. S. Williams, the construction of the railroad of the defendant upon that portion of its line covered by said proposition had been commenced, and that fifty-eight miles thereof had been completed and accepted by the Commissioners of the government, and had been in operation for a considerable length of time. That a large portion more of the said road had been graded, and a large quantity of iron and materials for the residue of the line covered by said proposition had been purchased and delivered to the company by the defendant.

That thirty miles thereof, in addition to said fity-eight miles, are now completed, and are now missioners.

nissioners.

That all of the said work has been done by con-

tractors and laborers, with materials under the direction of the plaintiff, and the defendant's com-pany has from time to time paid large amounts on account thereof.

That the said eighty-eight miles, so completed, have been constructed at a cost and expense much less than \$42,000 per mile, and that the readue of said line is now being constructed at the rate of frem one to two miles per day, and can be completed at a cost much less than \$45,000 per mile, and that the whole cost to the defendant's company of constructing and pompleting the eighty-eight miles aiready completed has been, in fact, at least \$600,000 less than the price named therefor in said proposition of the construction at a total cost of construction to said company at a much less cost than the price named therefor in said proposition, to wit, not less than the sum of \$25,000.

That the effect of the said resolution, if carried out by the company according to its terms, will be to subject the said company to the payment of more than \$750,000 in excess of the actual cost thereof.

That no part of the construction of that part of the line included in said proposition has been done by said williams or under his said proposition, and it said resolutions are carried into effect said credit Mobilier, or said J. M. S. Williams on its behalf, would be able to pay and reimburs the whole actual cost thereof and retain more than seven hundred and first thou any actual consideration whatever, and to divide the same among the stockholders of said Credit Mobilier, and that all of said directors who voted lor said resolution had been informed and then well knew that the said fifty-eight miles of the said railroad had been constructed, and that the residue of the line included in said proposition was then constructing for much less than the prices named in said proposition was the constructing for much less than the prices named in said proposition was the constructing for much less than the prices named in said proposition, and that the contract the said contract the new forces and against making any contract thereunder, for the reasons aforesition, and that the contract and firth proposition of the will be very large to w

belief, and as to these matters he believes it to be true.

THOMAS C. DURANT.

Sworn to before me this 21st day of May, 1867.

WILLIAM SUTPHEN, Notary Public, New York city Sworm to before me this 21st day of May, 1867—
MILLIAM SUTPHER, Notary Public, New York city
SUPREME COURT, CITY AND COUNTY OF NEW
YORK.—Thomas C. Durant, Plaintin, vs. The
Union Pacific Railroad Company, Delendant.
City and County of New York, ss.—Thomas C.
Durant, being duly sworn, says that he is a
director of the Union Pacific Railroad Company,
defendant, and Vice President thereof, and has
been so from the organization thereof, and has
been so from the organization thereof, and he is
also largely interested in the Crédit Mobilier of
America, mentioned in the complaint; that deponent is well acquainted with all the matters
stated in the complaint, and knows the same to be
true, and that unless an injunction be granted, as
prayed for in the complaint, the said "The Union
Pacific Railroad Company" will be subjected to
great loss and damage, and its means wrongfully
wasted, by the carrying into effect of the said reso,
lutions and said contract. THOMAS C. BURANT.
Subscribed and sworn to before me, this 21st day
of May, 1867.—WILLIAM SUTPHEN, Notary Public,
New York city and county.

New York city and county.

SUPREME COURT, CITY AND COUNTY OF NEW
YORK.—Thomas C. Durant, Plaintiff, vs. The Union
Pacific Railroad Company, Defendant.—Injunction
by order.

YORK.—Thomas C. Durant, Plaintif, vs. The Union Pacific Railroad Company, Defendant.—Injunction by order.

It appearing satisfactorily to me, by the affidavit of Thomas C. Durant, the plaintiff, that sufficient grounds for an order of injunction exist, I hereby order that the defendant, the Union Pacific Railroad Company, and all and singular the directors, officers and agents of said company, do absolutely desist and refrain from making or executing any contract with J. M. S. Williams, or any other person or corporation, under the proposition made by said J. M. S. Williams to the said defendant's company on the 1st day of March, 1867, or under any like proposition, or under and in pursuance of the resolution of the Board of Directors of said defendant's company, passed March 1, 1867, upon said proposition, for the construction of any portion of the said road of the said defendant's company, and from approving or recognizing any such contract or like contract, and from paying the Crédit Mobilier of America, or said J. M. S. Williams, or any person for them or either of them, or on their behalf, any sum whatsoever on account thereof, and from enforcing and carrying into effect said resolution or said contract until the further order of this Court; and in case of disobedience to this order you will be liable to the punishment therefor prescribed by law.

HENRY WELLES, Justice Supreme Court.

MAY 21, 1867.

NEW NOVELS.

"The Servant Girl of the Period," by C. Chamberlain, Jr., and published by J. S. Redfield, is not a story, but it comes as near being a story as any-thing else. It begins with definitions from Johnson and Webster, and betrays in the same connection the fact that the author does not know the meaning and application of the word "either." Assuming that "the tide of immigration" brings to this country "the seeds of a presumptive arrogance," he proceeds to build a book upon the sufferings of American housekeepers from the ignorance of their cooks and other "help." Unfortunately the American housekeeper is generally more ignorant than the cook, to which we have only to add, this book is more wretched than

published by J. B. Lippincott & Co., is a story of improbable incidents intended to illustrate hereditary insanity. The book is full of those "Inc touches" which too often make American novels stupid, as when a country girl recognizes a statue of Eve from a print tells how she "placed upon the table a tiny crystal vase in which a scarlet salvia glowed against a background of white chrysanthemums," or talks bad English, saying, "It had been pleasant to sit in the soft darkness myself after the stars came out."

by G. P. Putnam & Son, we have a New York society novel. Its purpose, if it has any purpose, is to sattrize "society," and so some of our mer-chant princes are trying to marry their daughters to mythical counts, recently barbers; everybody talks such elegant French as "grosse comme ça, et rouge comme un bifteak," and a Hudson River boatman quotes from Montague's essays and discusses every sea-going thing from old Ironsides to Cleopatra's barge and the Bassorah in which Sinbad made his second voyage.

are written is only equalled by the ease with which they are reproduced. Now, here is the "Yellow Fing," by Edmund Yates, printed by J. R. Osgood & Co., in a volume of two long, parrow columns to each page, making a book as unsightly as possible, And the book is trasby—full of descriptions of com-monplace men and things and places, but lacking in sprightly dialogue and without human interest.

Madame Augustus Craven's novel, "Fleurange," translated from the French for the Catholic World, has been published in book form by the Catholic Publication Society. Readers who like aristocratic tone and religion judiciously mixed will find it to

Dodd & Mead have published a novel, by the Rev. Edward P. Roc, entitled "Barriers Burned Away." The scene is mostly laid in Chicago. A picture dealer is very proud and a German baron. His daughter is even prouder and colder. The great fire and the necessary quantity of love are both in the story. The hero is Dennis Fleet, who begins as an office boy and marries Christine. It is not a

If it had been thought impossible to write a novel composed only of commonplace chatter, Mme. Carlen, the Swedish novelist, would have contro verted it successfully. "One Year: a Tale of Wedlock," published by James Miller, is such a book. "My overshoes," exclaimed Julia, stretching forth her tiny feet. "Who is it, Rudolph? Will you tell her name to me?" "The heavenly, charming, innocent Julia T..." "That's it exactly. My snuff is highly honored. But if you should, which God forbid, leave Rosenberg—then—then." It is not to be wondered at that the translator tells us it was difficult to weave such a "pleasing and in structive" story "without trespassing on the bounds of delicacy."

It is one of the characteristics of the American novel to be constantly dealing with the fine arts. and that, too, in a way as cursory as it is unsatts factory. "The Lawrences: a Twenty Years' His tory," by Charlotte Turnbull, sold by the American News Company, was, we thought, an exception. It is a rather crude story, but with some freshness and many hits of excellent characterization. It lacks a harmonious plot and dramatic vigor, and yet we were going to call it interesting when we discovered the "Venus of Milo," the "Apollo Belve" dere" and the rest.

"Spicy," by Mrs. Martha J. Lamb, published by D. Appleton & Co., hardly verifies its name. It is another story dealing largely with the Chicago fire; but New York is not entirely neglected, even the mud at the foot of Cortlandt street being noticed.

Among the first sentences in "Erma's Engage ment," a novel published by J. B. Lippincott, are the following:-" 'Shut up that stupid book, Erma,' said Beatrice. 'Don't libel my book. How do you know it is stupid? You have never read it.' 'No. and never mean to read it—that is more; but I know it is stupid. All books with small print on the margin are." We are inclined to accept this judgment in the present case. All long, thin, gaunt novels printed in double columns from magazines and newspapers are or ought to be stupid. It is the worst shape bookmaking ever took in this country, and we should be giad to see it generally discouraged.

THE KNIGHTS OF THE CUE.

Joseph Dion, the billiardist, has taken exceptions to the challenge of Massey, of New Orleans, and in accepting the banter of the latter formally throws down to him the gauntlet, as will be seen from the following letter:-BROOKLYN, N. Y., Jan. 4, 1873.

following letter:—

BROOKLYR, N. Y., Jan. 4, 1873.

To the Editor of the Heraldy:—
Mr. Massey, of New Orleans, having issued cer ain billiard challenges, which have come under my observation. I beg leave to announce as follows:—
I will play Mr. Massey three games of billiards, French carroms, of five hundred points each, on three consecutive nights (say Monday, March 24, 1873, and the two nights following. The games to be played on a Sail table with 2½-inch balls, and to be played in this city.

I have this day deposited with A. R. Samuells, of Brooklyn, the sum of \$2,500, which, when Mr. Massey comes with a like amount, the whole shall shall be the stake, which is to be the sole property of the winner of two of the games. As soon as the stake is completed if will be deposited in any bank in this state agreed upon, subject to the order of the winner.

Joseph Dion.

This challenge will doubtless elicit a reply from Mr. Massey, and if the partles "come together" same rare sbort will be witnessed in billiard circles same rare sbort will be witnessed in billiard circles.